

**IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID**

Janitorial and Maintenance Services
Clark Hill Rest Area – District 6
Requisition # F241870

Date: September 15, 2009

Physical Address

Idaho Transportation Department
Business and Support Management Purchasing Unit
Attention: Scott Swanson
3311 West State Street
Boise, Idaho 83703

ALL sealed bids must be received by 5:00 PM MST October 8, 2009. Sealed bids will be opened at 10:30 AM MST October 9, 2009 at the Business and Support Management Purchasing Unit, at 3311 West State Street in Boise. The scope of work consists of furnishing all materials, equipment and labor for Janitorial and Maintenance Service at the Clark Hill Rest Area, as per the specifications contained in the above requisition.

A mandatory pre-proposal conference and site inspection will be held on September 30, 2009 at 10:AM MST at the Clark Hill Rest Area located on US Highway #26, Mile Post #357. Bids received from Contractors not in attendance will not be accepted.

Contact Scott Swanson, Purchasing, for clarification of bid requirements at scott.swanson@itd.idaho.gov or (208) 334-8842.

ALL questions relating to bid specifications will be answered at the mandatory pre-proposal conference and an addendum will be issued. ALL questions regarding bid specifications and bid to: (208) 334-8824, or email to: scott.swanson@itd.idaho.gov.

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:
<http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN BELOW:

Bidder Name: _____ Requisition #: F241870 Bid Close Date: October 8, 2009 – 5:00 PM MST Bid Open Date: October 9, 2009 – 10:30 AM MST Item Bidding: Janitorial and Maintenance Service – Clark Hill Rest Area

Mailing Address

Idaho Transportation Department
Business and Support Management Purchasing Unit
Attention: Scott Swanson
P.O. Box 7129 Boise, Idaho 83707 -1129

IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID

Clark Hill Rest Area – District 6
Requisition # F241870

Requisition No.: F-241870

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Intention to Respond

Bid Schedule

Signature Page

Contractor's Affidavit Concerning Alcohol And Drug-Free Workplace

Contractor's Affidavit Concerning Illegal Aliens

Bidders Responsibility Page

Potential Bidders List

**IDAHO TRANSPORTATION DEPARTMENT (ITD)
DISTRICT SIX
INVITATION TO BID**

Janitorial and Maintenance Services
Clark Hill Rest Area

I. SCOPE OF WORK

1. DESCRIPTION OF WORK

The Idaho Transportation Department (ITD) is seeking proposals for *janitorial and maintenance service* of the ITD District 6 –Clark Hill Rest Area, located on U.S. Highway #26, Mile Post #357. In addition to the routine work outlined in this document, the contract requires capable and authorized Contractor's representatives to confer as needed in English with the Contract Administrator, or his representative, concerning situations and problems that may arise. Prior to commencement of work, The Department will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. At this time, an inspection of the Rest Area will be conducted jointly to document any substandard conditions that may exist. The Department is responsible for correction of any substandard items listed.

2. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference and site inspection will be held on September 30, 2009 at 10:00 A.M. All bidders must be present at this pre-proposal conference or your bid will be declared non-responsive. Please report to the ITD District Six –Clark Hill Rest Area, located on U.S. Highway #26, Mile Post #357. The purpose of the conference is to answer questions related to this proposal and to provide a site inspection.

3. COMMENCE DATE

The initial term of this contract shall *commence on November 01, 2009 or fifteen (15) calendar days after contract has been awarded.*

The Department, reserves the right to cancel this contract within thirty (30) days of written notice of failure to complete the agreed/assigned tasks stated within these bid specifications.

4. CONTRACT ADMINISTRATOR

Don Gilstrap
208 524-2146
208 709-3325 cell

5. WORK LOCATION

The Contractor shall provide appropriate personnel to service the Rest Area twice daily, seven (7) days per week, the service starting no later than 9:00 AM and beginning after 4:00 PM for the entire Rest Area. The Contractor shall provide additional cleanup and care, if necessary, through temporary closures, holidays, weekends and periods of high use.

6. GENERAL REQUIREMENTS

Under the terms of this agreement, the Contractor and employees are prohibited from operating or advertising any commercial enterprise or activity on any premises that are the subject of the proposed agreement.

The Contractor shall provide all labor, equipment, tools, materials and supplies to effectively maintain the Rest Area. The Contractor shall provide adequate personnel to maintain the Rest Area facilities in a safe, sanitary, clean and attractive manner to the satisfaction of the Department.

The contractor and their employees shall not accept tips or other gratuities for any service performed in the Rest Area.

The Contractor shall provide at no cost to their employees training, testing, information, vaccination (if requested), and appropriate protective equipment in all matters relating to the human hazards due to exposure or contact with blood borne pathogens or diseases.

The Contractor shall meet all current federal (OSHA) requirements to protect their employees from this exposure.

Guests or immediate family of the Contractor's employees will not be allowed to accompany or assist an employee cleaning unless they are employees of the Contractor.

Work at the Rest Area shall be coordinated with the Contract Administrator, Don Gilstrap.

The Contractor shall provide the Department with the names and telephone numbers of all on-call supervisory personnel. These on-call supervisory personnel may assist the Department's appointed representative in making random on-site facility inspections and in coordinating other operational requirements.

The Contractor shall promptly notify appropriate authorities of emergencies that occur in the Rest Area. In the event of illness or injury to visitors or others while in the Rest Area, the Contractor's personnel shall call for professional help as requested or deemed appropriate.

The Contractor shall immediately report to the Contract Administrator or his representative any suspected hazardous material spills. The Contractor should recognize the hazard and barricade the area. The Contractor shall not attempt cleanup and shall keep people away until qualified authorities decide on proper action.

The Contractor shall report all incidents such as, inoperable facilities, vandalism, camping, etc., to the Contract Administrator, or his representative as quickly as possible. The Department shall receive notification of any incidents relative to public health or safety immediately and incidents of a lesser nature during the next normal workday.

7. WORK DETAIL - CLEANING/SERVICING REQUIREMENTS

- Restrooms and Building

Floors, toilet partitions, doors, toilets, urinals, hand dryers, wash basins, soap dispensers, baby changing station, and mirrors shall be cleaned and disinfected thoroughly twice daily, seven (7) days per week. This will include the public restroom area and entrance way, with additional cleaning as necessary. A high-strength detergent containing a deodorant and a built-in antibacterial agent shall be used for this purpose.

After being washed, fixtures shall be wiped dry with a clean towel and floors shall be dried either by forced air or dry mopping. Garbage containers shall be emptied cleaned, and lids washed during the morning cleaning, or more often if necessary. Soap and paper goods dispensers shall be replenished as necessary. At least one-half roll of biodegradable toilet paper should be in evidence in each stall. Odor-suppressant materials such as urinal blocks and air deodorant shall be used and replenished as determined suitable to control odors.

Inside windows, walls, ceilings and light fixtures shall be scrubbed weekly with soap and water, or appropriate cleaner and wiped dry to maintain a clean, smear-free appearance (with additional cleaning as necessary). Rest Area Building exterior upper roof line false windows will be cleaned once at the start of the contract season and once at the end of the contract season (with additional cleaning as necessary). Daily spot cleaning is to be done as needed. Clean exterior windows, weekly, April 15 through December 1: weather permitting (with additional cleaning as necessary).

The exterior walls, including soffit and fascia of the rest area building must be cleaned at least once during the contract season. Additional cleaning of the exterior walls, soffit and fascia may be required during the contract season.

The floors in the utility and storage rooms shall be swept weekly and mopped.

The heating or cooling system shall be operated as necessary with desired temperature 10°C to 18°C (50°F to 65°F) winter; 18°C to 27°C (65°F to 80°F) summer, to assure proper air circulation/exchange is taking place inside the restrooms.

The Contractor shall provide soap, paper goods; garbage bags (garbage bags shall be at least, 1.35 mil thick linear low density; flat seam trash bags, made from at least 90% virgin material), mechanical or electrical odor control and cleaning supplies. All supplies and materials furnished by the Contractor are subject to prior approval by the Department. Material Safety Data Sheets (MSDS) must be present for all appropriate products.

- Plaza Areas (outside the restrooms)

Concrete walkways, doors, water fountains, benches, picnic tables, picnic pavilions, and display areas shall be thoroughly cleaned each day, with additional cleaning as necessary. Smooth walls and overhead surfaces shall be scrubbed monthly with soap and water and wiped dry to maintain a clean, smear-free appearance. Rough surfaces shall be brushed and/or swept clean as necessary.

The Contractor shall be responsible for removing snow from the concrete pedestrian areas in the Rest Area once per workday or as needed. The area to be cleaned of snow will start at the end of the sidewalk on the south side of the Rest Area building and continue to the end of the handrail on the north side of the rest area. The sidewalk that goes around the rest area mezzanine is also included in the snow removal. Snow and ice shall be removed and/or treated with ice melting chemicals (Ice Slicer granular ice melt, or approved equal). Snow removal and ice control may be required throughout the workday as required to provide bare sidewalks and safe access to restrooms in the designated areas. Ice removal may require the application of ice-melting chemicals. Pickup trucks or heavy tractors with snowplows or blades are not allowed on the designated pedestrian areas in the Rest Area. Snow removal and ice control will not be necessary from the concrete walk way extending north of the handrail. *The picnic pavilions and lower level walkways will need no maintenance from December 1 thru April 15 of each contract year.*

Upper and lower level mechanical rooms will be cleaned weekly. The upper level mechanical room in the men's restroom area may be used for the storage of a snow blower. Snow blower fuel may not be stored in the men's restroom mechanical room or any other mechanical room.

- Grounds and Parking Lots

All trash, paper, other litter and pet waste shall be removed from the grounds, and parking areas once per shift, or more often if necessary on the upper level of the rest area during the entire contract period. All types of litter shall be removed from the surrounding areas daily. All garbage containers shall be emptied; cleaned and lids washed if dirty, and fitted with new garbage bags as often as necessary to avoid overflow.

All trash, paper, other litter and pet waste shall be removed from the grounds, and parking areas once per shift, or more often if necessary on the lower level of the rest area during the entire contract period when the lower level is open for public use. All types of litter shall be removed from the surrounding areas daily. All garbage containers shall be emptied; cleaned and lids washed if dirty, and fitted with new garbage bags as often as necessary to avoid overflow.

The Contractor should use their judgment to determine whether an almost empty garbage bag actually needs to be replaced. The Contractor shall notify the Department when garbage containers need repainted or replaced due to damage, normal wear and tear, etc.

The Contractor's vehicles used in the removal of garbage must be maintained in a neat, serviceable condition. Truck beds shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected.

The Contractor shall remove all garbage collected daily from the Rest Area. Garbage bags placed in garbage storage containers must be tightly secured in order to reduce the risk of creating unsanitary conditions. All garbage must be removed from the Rest Area and disposed of properly after each cleaning or more often as required to keep garbage storage from exceeding capacity. *Any costs involved with use of the landfill and arrangement for its use shall be the Contractor's responsibility.* The Contractor shall meet all applicable Federal, State, and Local requirements for solid waste handling, collection, and disposal.

The Contractor may have a dumpster set at the rest area site at the Contractors expense. If the Contractor elects to have a dumpster set at the rest area site the Contractor must first contact the

Contract Administrator for direction on the placement location of the dumpster. If the dumpster is not maintained the contract administrator reserves the right to have the dumpster removed at the contractors cost.

The Department shall remove snow from the Rest Area parking lot area on the upper level.

The Contractor will not be responsible for mowing the lawn during this contract season.

The Contractor shall immediately notify the Contract Administrator of graffiti or markings of any kind on any surface in the Rest Area. If the graffiti problem persists and is of a violent or obscene nature, the problem shall be reported to the Contract Administrator. The contract Administrator will determine the proper course of action.

- Water Supply

The Department will perform all routine maintenance and servicing necessary for proper operation of the water supply, irrigation systems and chlorination system. The contractor is not to perform any work or repairs on the water supply, irrigation system or chlorination system.

- Sewage System

The Department will be responsible for pumping, cleaning and disposing of sewage from the septic tanks for the Rest Area.

- Irrigation System

The Department will operate and perform all maintenance and routine servicing of the irrigation system.

- Miscellaneous

The Contractor shall be responsible for all keys that were issued by the Department. The keys shall be returned to the Contract Administrator upon termination of this contract. Failure to return the keys may result in a core and key(s) replacement charge that will be deducted from the last month's payment. The Contractor shall provide safe storage for found articles and shall deliver unclaimed articles weekly to the Contact Administrator.

8. WORK DETAIL – MAINTENANCE REQUIREMENTS

- The Department will:

Maintain all fixtures in the rest rooms, including the plumbing fixtures and heating and cooling system.

Maintain all light fixtures, including the high-level parking area lights.

9. WORK DETAIL - REPAIR AND REPLACEMENT REQUIREMENTS

- The Department will:

Paint or stain the buildings and related structures, replace unserviceable or broken parts in the plumbing, heating and cooling and irrigation system; replace unserviceable or broken fixtures, in the restrooms and Rest Area property.

Be responsible for the sewage system and related facilities, the water system including the well, major plumbing and pump, primary valves and controls for the irrigation system, the heating and cooling system and electrical repairs.

Reserve the right to make any repairs, remove or add fixtures, facilities, landscaping or any other improvements or maintenance activity it deems necessary.

Maintain all on site cameras.

Provide flags for the flag pole. The contractor will be responsible for the inspection and changing of flags as needed.

Maintain all lawn, trees and other landscape related items during this contract season.

10. SAFETY REQUIREMENTS

The Department shall furnish signs and barricades for emergency closure of the Rest Area.

The Contractor shall furnish pedestrian signs deemed necessary to adequately warn or protect the public from possible hazardous conditions. Special precautions must be used when power equipment is operated in the vicinity of pedestrians.

The public shall be permitted use of rest rooms during cleaning if they so request.

The Contractor shall comply with all applicable laws and regulations governing safety, health and sanitation.

11. CONTRACTOR'S EMPLOYEES

Employees shall be neat and clean at all times.

Each employee shall wear an easily read identification badge, which contains the Contractor's and employee's names.

Employees are prohibited from having firearms in their possession while on duty.

Employees shall treat the public in a friendly, courteous manner. The public may have many questions; employees should be well informed on local road conditions, detours, service stations, motels, restaurants and tourist attractions.

The Department reserves the right to require the Contractor to remove from the job employees covered by this contract who endanger persons or property, or whose continued employment does not serve the best interests of the Department.

12 DEPARTMENT'S RESPONSIBILITIES

- Utilities

The Department will provide all utilities, including electrical, water and sewer for the Rest Area proper.

- Grounds, Parking Lot and Roadway

The Department will be responsible for all repairs to pavement, walks, curbs and high-level parking lights. If the Department determines that any damage is the result of a negligent act by the Contractor, repairs shall be the responsibility of the Contractor.

- Signs and Symbols

The Department will provide all necessary permanent signs and pavement markings.

No additional signs shall be installed or erected by the Contractor except those required on a temporary basis to designate rest room cleaning. The Contractor shall do emergency closure of the Rest Area by use of the signs, barricades, and deployment plan provided by the Department.

The Department must approve closures. The Contractor shall remove closure signs and barricades when the emergency is over and the Rest Area is to be reopened. The Department shall be notified immediately of such emergency.

- Tourist Information

The Department will approve all maps and brochures to be displayed in the Rest Area.

- First Aid Supplies

The Department will provide approved first aid kits. The Contractor shall keep the first aid supplies stocked at all times.

- Fire Extinguishers

The Department will furnish fire extinguishers for emergency use by Contractor personnel. The Contractor shall be responsible for notifying the Department each time an extinguisher is used or requires servicing or recharging.

- Complaints

All letters of complaint directed to the Contractor from the public shall be forwarded to the Department for reply. If appropriate, the Department will provide a copy of the complaint and reply to the Contractor.

- Force Majeure

Refer to: Section II. Terms and conditions.

- Inspection

The Department will perform monthly inspections, without advance notice as deemed appropriate by the Department, to ascertain the Contractor's compliance with contract requirements. The Contractor's designated supervisory person may accompany the Department's representative when inspections are made. Unacceptable work determined from the monthly inspection shall require correction within 24 hours, or loss of 50% payment for each day (calculated on a 30 day month) will result until correction is made.

13. METHOD OF PAYMENT

The Contractor shall submit an invoice to ITD the first of each month for the Contract amount for the previous month. Payment will be processed at that time.

II. TERMS AND CONDITIONS

1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The Standard Specifications for Highway Construction (ITD 2004) and any updates are incorporated by reference where applicable to this project. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase.

2. CONTRACT ADMINISTRATION

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.

3. CONTRACT AWARD

Award of contract will be "ALL OR NONE".

4. CONTRACT TERM

The term of this contract is for one (1) year with the option to renew for three (3) additional one (1) year terms when agreed upon by both the Contractor and ITD. Renewal will be contingent upon any changes in pricing and/or services, and must be mutually agreed upon by both parties.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portions thereof, or his right, title or interest therein, without written consent of the District Engineer.

5. CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

6. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The Contractor's duties and compensation may be suspended for the closure period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure. Compensation will be based on pro-rated share of a 365-day year.

7. INSURANCE

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

The following is a brief explanation of the required insurance coverage's.

1. Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

2. Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
3. Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.
4. Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.
5. Automobile Liability Insurance. The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate

limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

8. COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in SECTION 9 TERMINATION.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

9. TERMINATION

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

10. INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

11. ILLEGAL ALIENS

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2006-04 (http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to

work in the United States constitutes a material breach and shall be cause for termination of its contract.

III. BID GUIDELINES

1. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in **blue ink** or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with **blue ink** by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

3. IRREGULAR BID

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.

2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in **blue ink**.
7. If Addendums are not signed and returned with the Bid Documents.
8. Potential bidder does not attend the scheduled mandatory walk-through.
9. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

4. DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

5. BID GUARANTY / SURETY BOND REQUIREMENTS

No bid will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid. This guaranty may be in the form of a cashier's check, payable to ITD or a surety bond as follows.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

6. PERFORMANCE AND PAYMENT BONDS

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of \$20,000 or 12.5% of the total contract amount, whichever is greater.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90** days after final completion of the contract those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the contract for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

7. CONSIDERATION OF BID

After the bids are opened and read, they will be compared on the basis of the summation of the products. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

8. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

9. EXECUTION / AWARD OF THE CONTRACT

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State

within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

10. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

11. Return of Bid Guaranty

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Performance and Payment bonds have been furnished and the contract has been executed

Requisition # F241870
Project: Clark Hill Rest Area
Maintenance

INTENTION TO RESPOND

No Fax Cover Sheet Is Required

Your assistance is requested. Please fax back immediately to 208-334-8824

To: Idaho Transportation Department
Attn: Scott Swanson
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSES ON: October 8, 2009 @ 5:00 P.M. MST

BID OPENS ON: October 9, 2009 @ 10:30 A.M. MST

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Company plans to attend MANDATORY walk through on September 30, 2009 at 10:00 AM MST at the Clark Hill Rest Area located on U.S. Highway #26 Mile Post #357

_____ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____

(Please Print)

Phone # _____ Fax # _____

E-mail: _____

BID SCHEDULE

Janitorial and Maintenance Services Clark Hill Rest Area

Price Per Month and Total Amount Bid must include all costs and must be fully burdened to include, but not limited to: Wages, transportation, lodging, equipment, supplies, overhead, etc. All figures shall be written in ink or typed. Penciled entries will not be accepted as bid will be considered irregular and rejected.

REQUISITION NO.: F241870

BIDDER / BUSINESS NAME: _____

ITEM #	CONTRACT TERM	UOM	DESCRIPTION	PRICE PER MONTH	TOTAL AMOUNT BID
1	12 MO	1 MO	CLARK HILL REST AREA JANITORIAL AND MAINTENANCE SERVICE	\$ _____	\$ _____

AWARD TO BE **"ALL OR NONE"**

THIS CONTRACT IS FOR A ONE (1) YEAR PERIOD WITH AN OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS WITH MUTUAL AGREEMENT BETWEEN CONTRACTOR AND STATE

SIGNATURE: _____ DATE: _____

THIS PAGE MUST BE SIGNED, DATED AND RETURNED WITH YOUR BID DOCUMENTS

SIGNATURE PAGE
IDAHO TRANSPORTATION DEPARTMENT

CLARK HILL REST AREA

DATE _____

Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

REQUISITION #: F-241870

TITLE: Janitorial Maintenance and Service

This ITB response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed above. By my signature below I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Bidder or Offeror.

FEDERAL IDENTIFICATION # _____

Company Name: _____

State of Domicile: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

If not domiciled in the State of Idaho, please provide an address where business is conducted in the State of Idaho:

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.
Bidder Signature/Authorized Signature

Name (Please Print) _____ **DATE:** _____

THIS PAGE MUST BE SIGNED (BLUE INK), WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID DOCUMENTS

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that _____
(Contractor Name)

_____ complies with the provisions of Section 72-1717 Idaho

Code (Drug Free Workplace program); that _____ provides a
(Contractor Name)

Drug-free workplace program that complies with the provisions of Idaho Code, title 72,

Chapter 17 and will maintain such program throughout the life of a state construction contract

and that _____ shall subcontract work only to subcontractors meeting
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

THIS PAGE MUST BE SIGNED (BLUE INK) AND RETURNED WITH YOUR BID DOCUMENTS

CONTRACTOR'S AFFIDAVIT

CONCERNING ILLEGAL ALIENS

http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn upon oath, deposes and says that _____
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State
Agencies Concerning Public Funds); that _____ substantiates that all
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole
or part by state funds or federal stimulus dollars can legally work in the United States and complies with
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this
contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment
of persons not authorized to work in the United States constitutes a material breach and shall be cause
for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation,
and/or termination of the contract.

Name of Contractor

Address

By: _____
(Signature)

City and State

Subscribed and sworn to before me this _____ day of _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

(REV 07/01/2009)

THIS PAGE MUST BE SIGNED (BLUE INK) AND RETURNED WITH YOUR BID DOCUMENTS

BIDDERS RESPONSIBILITY PAGE
REQUISITION # F-241870

JANITORIAL MAINTENANCE AND SERVICE
CLARK HILL REST AREA

BIDDERS RESPONSIBILITY PAGE

PLEASE NOTE: The following documents must be returned with your bid submission.

- 1) Contractor's Affidavit Concerning Alcohol and Drug Free Workplace Program
- 2) Contractor's Affidavit Concerning Illegal Aliens
- 3) ITD Signature Page. Page must be signed with an original signature
- 4) Bid Schedule
- 5) A 5% Bid Bond, Surety Bond or Cashier's Check
- 6) All Addenda to the ITB, when applicable. It is the Bidder's responsibility to verify if an addendum was issued.

Reminders to Bidders:

- 1) ALL BIDS must be submitted in a sealed envelope with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 2) NO BID ADJUSTMENTS WILL BE ACCEPTED. Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.

POTENTIAL BIDDERS LIST

CLARK HILL REST AREA

ABM JANITORIAL SERV 10221 WEST EMERALD STE 120 BOISE, IDAHO 83704 208 377 8181 208 377 8183 (fax)	ENVIRONMENTAL SERVICES CO PO BOX 981 BLACKFOOT ID 83221 208 782 0588 208 785 8009 (fax)	WESTERN BUILDING MTCE PO BOX 9408 BOISE ID 83707 208 345 2951 208 345 9716 (fax)
ROCKY MOUNTAIN SERVICES 4500 YELLOWSTONE POCATELLO ID 83202 208 237 9150 208 237 6025 (fax)	DEVELOPMENT WORKSHOP 555 W 25 TH STREET IDAHO FALLS ID 83402 208 524 1550 208 523 3148 (fax)	